

**SUMMER FOOD SERVICE PROGRAM
VENDOR AGREEMENT TO PROVIDE MEALS/SNACKS**

This agreement is to be used when contracting with a vendor/Food Service Management Company (FSMC) that will be providing meals and the contract is expected not to exceed \$150,000.

This agreement is executed between: _____ and
(Name of Vendor)

(Summer Food Service Program Sponsor)

Whereas the facilities of _____
(Name of Vendor)

agrees to operate in accordance with the Summer Food Service Program (SFSP) regulations 7 CFR 225. This includes that the facility is adequate to prepare the required number of meals and snacks; has a current federal, state, or local health certification; adheres to the health and sanitation requirements; and periodically has an inspection of meal(s) by the local health department or independent agency to determine bacterial levels of foods ensuring levels present conform with standards set by local health authorities. Results of bacterial tests must be sent promptly to the sponsor and state agency.

(Name of Vendor)

agrees to supply the following meals to _____
(Summer Food Service Program Sponsor)

A. Check all that apply: ☐ Breakfast ☐ Snack ☐ Lunch ☐ Supper

B. These meals/snacks will be delivered: ☐ Unitized (with / without) milk and juice ☐ Non-unitized

C. All meals served under the Program shall meet the requirements of 7 CFR 225.16. The portion sizes and components for the meals and snacks will be provided in accordance with current meal and snack pattern guidelines established by the United States Department of Agriculture and required under the Summer Food Service Program. Refer to Attachment A for the meal patterns for children ages 1-18 years. Meals provided under this agreement will conform to the cycle menu provided by the sponsor (attached). Meals will meet meal quality standards and food specifications provided by the sponsor. No part of the meal or assembly of the meal may be subcontracted on the part of the vendor.

D. Meals/snacks shall be delivered/picked up by _____
(Indicate "delivered" or "picked up") (Specify Vendor or Summer Food Service Site)

at _____.
(Specify Time)

E. _____ will provide proper containers
(Specify Vendor or Summer Food Service Site)

to maintain safe temperatures of food and milk while in transit.

F. The number of meals to be supplied will be _____. The number of meals may be increased or decreased
_____ by _____
(How frequently) (Specify the time and date as well as method for adjusting orders)

G. The price of meals shall be:	Breakfast	\$ _____	each
	Snack	\$ _____	each
	Lunch	\$ _____	each
	Supper	\$ _____	each

H. The _____
(Summer Food Service Program Sponsor)

will not pay _____
(Name of vendor)

for meals which are delivered outside of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, or do not otherwise meet the meal requirements for the SFSP in accordance with 7 CRF 225.16. In cases of nonperformance or noncompliance on the part of the vendor, the vendor shall pay the sponsor for any excess costs which the sponsor may incur by obtaining meals from another source.

IN FURTHER AGREEMENT _____, pursuant to
(Name of Vendor)

the provisions of the Summer Food Service Program Regulations, will assure that said meals and snacks meet the minimum requirements for nutritive value and content, and will maintain full and accurate records that the Summer Food Service Program Sponsor will need to meet its responsibility, including the following:

1. Menu Records

Daily menu records and daily production records listing the total amount of food prepared, and daily delivery records listing amounts of food supplied.

2. Meal Billing

A bill including the total number of meals and snacks supplied by type and total charge must be reported to the Summer Food Service Program Sponsor promptly at the end of each month.

The vendor shall be paid by the sponsor for all meals delivered in accordance with the contract. However, neither the USDA nor the state agency assumes any liability for payment of difference between number of meals delivered and the number of meals served by the sponsor that are eligible for reimbursement. Payment will be made within four weeks after receipt of invoice.

Retain the meal service records specified above for a period of three (3) years from the date of receipt of final payment under the contract, or in cases where an audit requested by the State agency or the Department remains unresolved, until such time as the audit is resolved. Upon request, make all accounts and records pertaining to the program available to representatives of the State of Wisconsin Department of Public Instruction, United States Department of Agriculture, and the federal General Accounting Office for audit or administrative review at a reasonable time and place.

IN THE EVENT the vendor is receiving Federal assistance under the Summer Food Service Program, National School Lunch Program, School Breakfast Program, Special Milk Program, or Child and Adult Care Food Program, or is receiving donated commodities, the following paragraph shall be considered a part of this Agreement.

Payments made to the vendor under this Agreement shall be deposited into its non-profit food service account and all expenditures made by the vendor in connection with this Agreement shall be paid from such account.

The sponsor agrees to provide a list of state agency approved food service sites, along with the approved level for the number of meals which may be claimed for reimbursement for each site, established under 7 CFR 225.6(d)(2) to the vendor. The vendor will be notified of all sites which have been approved, cancelled or terminated subsequent to the submission of the initial approved site list and of any changes in the approved level of meal service for a site. The sponsor will provide the notice to the vendor within _____ days from the date of changes to sites.
(# of days)

THIS AGREEMENT shall be effective as of _____ till _____.
It may be terminated by notice in writing given by either party to the other at least thirty (30) days prior to the date of termination. The following parties have executed this Agreement, effective the month, day and year specified above.

_____ (Vendor Representative)	_____ (Summer Food Service Program Authorized Representative)
_____ (Title)	_____ (Title)
_____ (Date)	_____ (Date)

Location of food preparation center(s):

ATTACHMENT A
SFSP Meal Pattern Requirements—Children (Ages 1 to 18)

The meal pattern shall contain, as a minimum, each of the following components in the amounts indicated for the specific age group.

FOOD COMPONENTS	BREAKFAST	LUNCH OR SUPPER	SNACK ¹
Milk			
Milk, fluid	1 cup (8 fl. oz.) ²	1 cup (8 fl. oz.) ³	1 cup (8 fl. oz.) ²
Vegetables and/or Fruits			
Vegetable(s) and/or fruits (s) or Full-strength vegetable or fruit juice or an equivalent quantity of any combination of vegetable(s), fruit(s), and juice.	½ cup ½ cup (4 fl. oz.)	 ¾ cup total ⁴	¾ cup ¾ cup (6 fl. oz.)
Grains and Breads⁵			
Bread or Cornbread, biscuits, rolls, muffins, etc. or Cold dry cereal or Cooked pasta or noodle product or Cooked cereal or cereal grains or an equivalent quantity of any combination of grains/breads	1 slice 1 serving ¾ cup or 1 oz. ⁶ ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 oz. ⁶ ½ cup ½ cup	1 slice 1 serving ¾ cup or 1 oz. ⁶ ½ cup ½ cup
Meat and Meat Alternates	(Optional)		
Lean meat or poultry or fish or Cheese or Eggs or Alternate Protein Product ⁷ or Cooked dry beans or peas or Peanut butter or soynut butter or other nut or seed butters or Peanuts or soynuts or tree nuts or seeds or Yogurt, plain or sweetened and flavored or An equivalent quantity of any combination of the above meat/meat alternates	1 oz. 1 oz. ½ large egg 1 oz. ¼ cup 2 tbsp. 1 oz. 4 oz. or ½ cup	2 oz. 2 oz. 1 large egg 2 oz. ½ cup 4 tbsp. 1 oz.=50% ⁸ 8 oz. or 1 cup	1 oz. 1 oz. ½ large egg 1 oz. ¼ cup 2 tbsp. 1 oz. 4 oz. or ½ cup

- 1 Serve two food items. Each food item must be from a different food component. Juice may not be served when milk is served as the only other component.
- 2 Shall be served as a beverage, or on cereal, or use part of it for each purpose.
- 3 Shall be served as a beverage.
- 4 Serve two or more kinds of vegetable(s) and/or fruit(s) or a combination of both. Full-strength vegetable or fruit juice may be counted to meet not more than one-half of this requirement.
- 5 All grain/bread items must be enriched or whole-grain, made from enriched or whole-grain meal or flour, or if it is a cereal, the product must be whole-grain, enriched or fortified. Bran and germ are credited the same as enriched or whole-grain meal or flour.
- 6 Either volume (cup) or weight (ounce) whichever is less.
- 7 Must meet the requirements in Appendix A of the SFSP regulations.
- 8 No more than 50 percent of the requirement shall be met with nuts or seeds. Nuts or seeds shall be combined with another meat/meat alternate to fulfill the requirement. When determining combinations, 1 ounce of nuts or seeds is equal to 1 ounce of cooked lean meat, poultry, or fish.

Attachment A

Alternate Protein Products

A. What are the criteria for alternate protein products used in the Summer Food Service Program?

1. An alternate protein product used in meals planned under the provisions in Sec. 225.16 must meet all of the criteria in this section.
2. An alternate protein product whether used alone or in combination with meat or meat alternate must meet the following criteria:
 - a. The alternate protein product must be processed so that some portion of the non-protein constituents of the food is removed. These alternate protein products must be safe and suitable edible products produced from plant or animal sources.
 - b. The biological quality of the protein in the alternate protein product must be at least 80 percent that of casein, determined by performing a Protein Digestibility Corrected Amino Acid Score (PDCAAS).
 - c. The alternate protein product must contain at least 18 percent protein by weight when fully hydrated or formulated. ("When hydrated or formulated" refers to a dry alternate protein product and the amount of water, fat, oil, colors, flavors or any other substances which have been added).
 - d. Manufacturers supplying an alternate protein product to participating schools or institutions must provide documentation that the product meets the criteria in paragraphs A. 2. a through c of this appendix.
 - e. Manufacturers should provide information on the percent protein contained in the dry alternate protein product and on an as prepared basis.
 - f. For an alternate protein product mix, manufacturers should provide information on:
 - (1) The amount by weight of dry alternate protein product in the package;
 - (2) Hydration instructions; and
 - (3) Instructions on how to combine the mix with meat or other meat alternates.

B. How are alternate protein products used in the Summer Food Service Program?

1. Schools, institutions, and service institutions may use alternate protein products to fulfill all or part of the meat/meat alternate component discussed in Sec. 225.20.
2. The following terms and conditions apply:
 - a. The alternate protein product may be used alone or in combination with other food ingredients. Examples of combination items are beef patties, beef crumbles, pizza topping, meat loaf, meat sauce, taco filling, burritos, and tuna salad.
 - b. Alternate protein products may be used in the dry form (nonhydrated), partially hydrated or fully hydrated form. The moisture content of the fully hydrated alternate protein product (if prepared from a dry concentrated form) must be such that the mixture will have a minimum of 18 percent protein by weight or equivalent amount for the dry or partially hydrated form (based on the level that would be provided if the product were fully hydrated).

C. How are commercially prepared products used in the Summer Food Service Program?

Schools, institutions, and service institutions may use a commercially prepared meat or meat alternate products combined with alternate protein products or use a commercially prepared product that contains only alternate protein products.